

MUTUAL AID/SHELTERING AGREEMENT

This Mutual Aid/Sheltering Agreement (the "Agreement") entered into and effective the _____, 2007, among and between the parties listed as participating home health agencies (herein HHAs) as provided herein.

RECITALS

WHEREAS, each of the parties hereto desire to furnish mutual aid/sheltering to each other in the event of a disaster, with which neither party might have sufficient equipment and personnel to cope.

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I- TERM. Performance under this Agreement shall commence on the first day of _____, 2007, and shall continue and remain in force for one (1) year from said date unless sooner terminated in accordance with the terms of this Agreement. Thereafter, this Agreement will be renewed for subsequent one (1) year terms unless expressly terminated in accordance with the provision of the Agreement.

ARTICLE II – SERVICES.

- A. In the event of an emergency/disaster (i.e., a participating HHA is damaged or destroyed, or its staff is significantly incapacitated, by a natural or man-made disaster), each party to this agreement will provide assistance to the participants of this agreement within its capabilities.
- B. In the event of a disaster which requires additional aid of equipment and personnel beyond that which each party is able to provide for itself, all parties hereto agree that at the request of any party hereto the other will loan such equipment and personnel, at their discretion, which they determine can reasonably be spared at the time without placing their own HHA operations in jeopardy
- C. Since time is of the essence during emergencies as herein referred to, the authority to dispatch equipment and personnel or call for aid in accordance with the terms and conditions of this agreement shall be delegated specifically to the administrator, administrator-on-call, or other designated administrative individual of the parties hereto.
- D. The lending party shall be responsible for the delivery of said equipment and personnel to the location specified by the requesting party.
- E. Upon arrival at said location, the party in charge of said equipment and personnel shall report to the party in charge at the location of the disaster who shall direct all operations at the disaster or emergency location.
- F. All equipment and personnel loaned hereunder shall be returned upon demand of the lending party or when released by the requesting party upon the cessation of the emergency.

ARTICLE III- PAYMENT. No charges shall be assessed for services rendered by any party hereto.

ARTICLE IV - WAIVER OF CLAIM. Each party hereto waives all claims against the other for compensation for any loss, damage, personal injury or death occurring in consequence of performance or omission of any party, their agents, or employees acting pursuant to this

Agreement.

ARTICLE V – TERMINATION. Any party may be released from this Agreement upon at least thirty (30) days prior written notice to the others. Termination by a party will in no way affect the Agreement between the remaining parties.

ARTICLE VI - INTERGRATION. This Agreement contains the entire understanding between the parties and there are no understandings or representations not set forth or incorporated by reference herein. Any necessary modifications to this agreement may be made upon approval of representatives of each HHA as indicated in Article I.

ARTICLE VII - COMPLIANCE WITH LAWS. In performance of this Agreement, each party shall comply with all Federal, State, and Local laws, rules and regulations.

ARTICLE VIII - OTHER INFORMATION. Other HHAs may apply for entry into this Agreement by becoming an active, participating member and submitting for consideration, a letter on official company letterhead with the information required in the application and this agreement and forwarding the letter to the HHA parties to this contract. Upon approval, a signature sheet will be returned to the requesting party requiring an authorized signature. The sheet must be returned to all parties involved. The term of Agreement will coincide with the date previously set in this Agreement and will require annual renewal by the participating HHAs on that date.

Information required of HHAs desiring to participate includes address, phone number, licensed service area, average census and AHCA license number.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. All participating HHAs will receive a copy.